

RETURN DOCUMENT TO:

Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225

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PRIVATE WATER SUPPLY WELL - TWO PARTY USERS AGREEMENT

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the water well and the associated water system on parcel _____.

Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes. The following parcels have the right of usage of this water source:

(Parcel 1) _____

Legal Description:

Property 1 Owner(s): _____

(Parcel 2) _____

Legal Description:

Property 2 Owner(s): _____

COST OF WATER SYSTEM CONSTRUCTION

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, design of the water system for approval by the WCHCS, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes and initial well water quality tests.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall share the maintenance and operational costs of the well and water system based upon water usage herein described. The expense of water quality sampling as required by the State of Washington and Whatcom County shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

WATER CONSERVATION GUIDELINES

Each party hereto agrees that they shall encourage conservation of water in conformance with guidelines established by the Washington State Department of Health. Outdoor water use can be minimized by limiting turf area per lot, limiting watering to hours when evaporation is lowest, selecting low water demand plants and landscaping techniques, and/or using drip irrigation and hand watering. Indoor water use can be minimized by installing water saving fixtures and reducing system water pressure to 45 psi.

EASEMENT OF WELL SITE AND PUMP HOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

WELL ACCESS EASEMENTS (this is not needed if the well is located within 30' of a common property line)

_____ (parcel) grants _____
(parcel) an easement for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall follow the water line easement described below (or describe alternate here.).

WATER LINE EASEMENTS

_____ (parcel) grants _____
(parcel) an easement for the use and purpose of conveying water from the well to the property of _____. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to. The centerline of said fifteen (15) foot strip of land shall be the (describe)

No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

MAINTENANCE AND REPAIR OF PIPELINES

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the WCHCS. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or the sewage disposal drainfield lines.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drainfields, sewer lines, underground storage tanks, county or state roads, railroad tracks, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Whatcom County Health and Community Services (WCHCS) and/or other appropriate governmental agency.

PROVISIONS FOR CONTINUATION OF WATER SERVICE

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with Whatcom County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the WCHCS, the parties shall take steps to mitigate these problems or develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the WCHCS. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwelling without prior consent of both properties and written approval from the WCHCS.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of ____% per annum together with all collection fees.

WITNESS my hand this _____ day of _____, 20_____.

Parcel 1 Property Owner(s)

Date

Parcel 2 Property Owner(s)

Date

State of Washington)
County of Whatcom)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this day of _____, 20____, personally appeared before me _____ to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington
Residing at: _____